

1895-043
Lee Co.

Chancery Causes: A. Johnson vs. Grant Turner &c

Kincaid, Ball, Ely, Eldridge

CA- Contract Dispute
T- Property

-Deed

To the Honorable W.F. Miller, Judge of the Circuit Court of Lee County:

Humbly complaining, your orator, A. Johnson, a citizen of the said County of Lee, would respectfully represent unto your honor, that on the 17th. day of January, 1895, he was the sole and lawful owner of five yoke of oxen, which on that day he sold and delivered to one J.L. Pennington for the sum of \$200.00, to be paid on the 1st. day of April, 1895; that by the terms of the sale said Pennington was to execute ^{to secure} a deed of trust on said oxen ^{and before they were delivered to him} for the payment thereof, which he did do on the very day and time the sale was made to him; that the deed of trust so executed on said cattle was duly recorded in the Clerk's office of County Court of Lee County, on the 21st day of January, 1895 in deed book No. 31 page 115; and that the said Pennington farther executed to your orator his note for \$200.00, payable on the 1st. day of April, 1895, and ^{filed marks D. & N. & prayed to be taken as a part hereof} waived the benefit of the homestead law, ^{which deed & note are here}

Your orator will farther show unto your honor, that at the time he sold ^{as he is informed} said cattle to the said Pennington there were three judgements against the said Pennington, one in favor of B.F. Kincaid and M.S. Ball for \$52.10 with interest thereon from the 25th. day of August, 1894 and \$6.57 costs, one in favor of Carter Eldridge for \$26.75, with interest thereon from the 11th. day of Sept., 1894 and \$5.87 costs, and one in favor of Grant Turner for \$22.67 1/2 with interest thereon from &c the 1st. day of Jan., 1894 and \$7.85 costs; that on that day, that is ^{on} the day of sale of said cattle to said Pennington, executions had been issued on said Judgements from the County Court Clerk's office directed to the Sheriff of said County or to any constable thereof, which were in the hands of Jas. P. Ely, a constable of the said County; that each of said executions were on the 16th. day of January, 1895 by the said ^{according to his return endorsed thereon} Ely levied upon four yoke of the said cattle; and that the said Ely on the 20th. day of February, 1895 by virtue of his levy went and took possession of the four ^{orator} yoke he levied upon, and now have the same advertised for sale on Monday next, the 4th. day of March, 1895, your ^{orator} having given the said Ely Notice of his said deed of trust.

The premises considered, your orator is advised that he has a lien on the said cattle, which is prior to the lien of the said execution creditors; his prayer therefore is, that Grant Turner, B.F. Kincaid, M.S. Ball, ^{Jos. P. Ely} and Carter Eldridge be made parties defendants to this bill of complaint, that they each be required to answer the same on oath fully and completely, that said sale be enjoined and inhibited until the rights of your orator can be determined.

and that all other, futher and general relief be granted your orator, which is consistent with equity and good conscience. May process issue &c. And your orator will ever pray &c. &c.

Drumington Bros. P.O.

State of Virginia,

Lee County, to-wit:-

I, D.C. Sewell, a notary public in and for the county and State aforesaid, do hereby certify that A. Johnson, personally appeared before me, in my county aforesaid, and made oath that the allegations contained in the foregoing bill, which he makes of his own knowledge are true, and that all other matters therein stated he believes to be true.

Given under my hand this the 4th day of February, 1895.

D.C. Sewell N.P.

Injunction granted pursuant to the prayer of the bill
injoining the defendants each of them from selling the
cattle or any of them in the bill mentioned till the
further order of this court either in term time or
vacation. But before this injunction is effective
the plaintiff or some one for him must execute bond
before the clerk of this court in the penalty of \$200⁰⁰
with good security, conditioned to pay all costs that
may accrue & all damages that may be sustained
by any one by reason of suing out this injunction.
Should the same be dissolved & otherwise con-
ditioned according to law March 4th 1895 -

To the clerk of the Circuit court of
Lee County Va

W J Miller

J L Permington
Deed of Trust

A. Johnson

vs } Bill Injunction

Princiana & Dale

Pennington Gap Bank,

VIRGINIA.

~~\$200.00~~

Pennington Gap, Va.

May 17

On April 1st 1895

after date

I promise to pay to the order

A. Johnson Esq.

Two Hundred

Dollars

Negotiable and payable without offset at PENNINGTON GAP BANK, of Pennington Gap, Va., for value received, and

I waive the benefit of my homestead and all other exemptions of law as to the debt evidenced this note. Given under my hand date above written.

The undersigned principals and the endorser, sureties and guarantors hereby severally waive presentment for payment, demand protest and protest or non-payment of this note and diligence in bringing suit against any party hereto, and agree that time of payment may be extended without notice or other consent, and without effecting their liability.

DUE

April 1st 1895

189

Witness

A. Pennington

VIRGINIAN PRINT, JONES

WE as endorsers of this note, waive demand,
notice, protest, all exemption laws; and guar-
antee payment of same or any renewal thereof; and
acknowledge that we sign with a full understanding
of this notice.

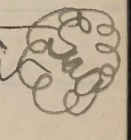
"N"

This deed made this 17 July 1895
by J. L. Pennington to J. R. Legg trustee
all of Lee County Va.

Whereas the said J. L. Pennington is
justly indebted to ~~A. L.~~ A. Johnson in
the sum of two hundred dollars evidenced
by a note of even date herewith due April
1st 1895; which sum of money the said
J. L. Pennington owing the benefit of the
homestead law hereby promised to ^{pay} the said
A. Johnson on or before the day above
mentioned, now the said Pennington being
distrained and willing to secure the payment
of said sum of money in consideration
of the premises and one dollar in hand
paid doth hereby give grant bargain
& sell with Covenant of General Warranty
unto said Legg trustee five yoke of
work cattle.

the same having been bought from Paul Kleink
and sold by him to said A. Johnson and
by him to said J. L. Pennington
to have and to hold said cattle unto
the said Legg and his heirs forever.
In trust nevertheless to secure unto the
said Johnson the said sum of money

and if the same be not paid prior
before the 1st day of April 1895- then at
the request of said Johnson said Begg
at such place as he may deem proper
after having advertised the time times and
place ~~for~~ of sale for 10 day in 3 or
more public places in said County
shall proceed to sell the same at
public outcry to the highest and best
bidder for cash in hand
and out of the proceeds of said sale
he shall first pay all the costs attending
the execution of this trust and com-
-missions of sale and second he
shall pay said sum of money to said
Johnson as such part thereof as shall
may then be unpaid and the residue
if any he shall pay to said Perryman
But if the said Perryman shall make
no default in the payment of said
sum of money or any part thereof
then this deed to him & said children
to remain in full force & effect
Witness the following signatures & seal
this the 17th January 1895-

J. S. Perryman 

Virginia Gloucester County - to 2001.

In the office of the Clerk of said County
the 21st day of January 1895 this deed
was presented and together with the certificate
thereunto annexed -
admitted to record.
Test: J. F. Richmond Clerk

Charges
50¢

Seal Trust
J. L. Pennington
R. Legg Trustee
Recorded in Deed
Book No 31

Page 115
J. F. Richmond
Clerk

Examined,

9 125
4 35
1 75 Paid

Filed January
21st 1895
J. F. Richmond

Virginia Lee County. Va
I Affirm a Notary
Public for the County in the
State aforesaid do certify
that J. L. Pennington whose name
is signed to the foregoing
Deed bearing date Jan 17/95
has acknowledged the same
before me in my County
aforesaid. Given under
my hand this 17th day of
January 1895
J. F. Richmond
Notary Public

A. Johnson }
vs } In cm
B. F. Kincaid et al

This cause came
on this day to be heard and
it appearing that the plaintiff's bill
has been lost and upon motion
of the defendants a rule is hereby
awarded against the plaintiff
to show cause if any he can
why he does not supply his
bill and the cause is
Continued.

A. Johnson
vs. J. L. L. L.
B. F. L. L. L. L.

Entered in Chancery
Order Book 6
Page 208
Enter
June 8th 1875.
M. L. L.

Commonwealth of Virginia,

or any Constable
To the Sheriff of Lee County, Greeting:

We command you that of the goods and chattles of *J. L. Pennington*

late of your bailwick you cause to be made \$*22.37 1/2*, with legal interest thereon from the
1st day of *January* 189*4*, 'till payment, which *Grant Turner*
lately in our county court of Lee county, has recovered against *him* suit for *debt*
also \$*7.85*, which to the said *Grant Turner* in our court were adjudged for
his costs in that behalf expended whereof the said *J. L. Pennington*

convicted as appears on record. And that you have the same before the Judge of our court at
the court-house on the first Monday in *February* next to render to the said

amount of the *debt* and costs as aforesaid. And have then there
this writ. Witness S. V. F. RICHMOND, Clerk of our said court at the court-house, this the

Q250 *21st* day of *Novr* 189*4*, in the *119* year of the commonwealth.

C285

d 50

200

785

S. V. F. Richmond Clerk.

not executed the poss. regarding
to give indemnifying bond which
I require - March 4, 1895
J. P. Ely & J. B.

p 8

Grant Turner

vs. { FI-FA.

J. P. Remington

July R. 1894

Executed by Leasing on
one yoke of work cattle
to satisfy this judgment
to execution this Jan the 16
day 1895 by J. P. Ely C. J.

Executed by taking the
said cattle in Pasture
this Feb the 20 = 1895 by
J. P. Ely C. J.

Orn. Ely & Orn. others

to 5th case + the legal fee belongs to Mr. Ely & Mr.

Wm. A. Orr & Co.

The Commonwealth of Virginia.

or any constable,
To The Sheriff ^{of} Lee County Greeting:

We Command You, That of the Goods and Chattels of J. R. Pennington
J. D. Pennington & 2044 A. Johnson
late in your Bailiwick, you cause to be made \$ 104.20, the penalty of a Forthcoming bond, to be dis-
charged by payment of \$ 52.10, with legal interest thereon from the 25th
day of August, 1894, till payment, which Kincaid & Ball

County
lately in our Court of Lee County, has be recovered against them by motion on said bond
Also, \$ 6.37, which to the said Kincaid & Ball
in our Court were adjudged for their costs in

that behalf expended whereof the said J. R. Pennington J. D. Pennington,
Wm. R. Johnson convicted, as appears to us of record. And that you have the
same before the Judge of our said Court at the Court House on the first Monday in March
next, to render to the said Kincaid & Ball, amount
of the Debt and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 17th day of December 1894, in the 119 year of the Commonwealth.

J. W. Richmond Clerk.

CA 2.50
C 2.37
Const 1.50
6.37

Q / v,
Kincaid Ball
vs J. H. Ha
J. H. Pennington et al
March 1895

Executed by levying
on Two yoke of
Work cattle belonging
to J. L. Pennington to
satisfy this judgment
H. Execution this Jan
the 16 day 1895 by

James P. Ely
C. J. Q.
Executed by taking the
said cattle in possession
this Feb the 20 day 1895
by J. P. Ely C. J. Q.

Not - Executed the first 20th owing to
give preference in law which
required Marshal the 4th = 1895 -
J. P. Ely C. J. Q.